

§ 1:881 Motion to dismiss- On multiple grounds [Fed. R. Civ. P. 12(b)(1)]

Defendant. Maria Romero, Alfonso Trigo,

I.

[Fed. R. 23 civ. P.(118)]

**Contract cases, miscellaneous classes sufficiently numerous, numerosity.**

To dismiss the complaint as to this defendant on the ground that [Coyote Logistics] Gross negligence fail to communicate to Maria Romero, Alfonso Trigo, about any posting they had sited with any of our vendors after we had reach a contract agreement to make all the changes.

II.

[Fed. R.41.P.(376)]

**Sufficiency of evidence involuntary dismissal- Generally**

On motion for Judgment made at close of Plaintiff's case, federal district judge when sitting without jury, must weigh and evaluate in same manner as conclusion of entire case. Palmentere v. Campbell, c.A.8 (Mo) 1965, 344 F.d 234. Federal civil procedure 2251 Federal courts 850

Whereas the defendant has shown significant burden of proof in as to the changes being made in good faith only to be regarded as "Liar" by the plaintiff's attorneys and regarded in a discriminatory behavior.

III.

[Fed. R.8.P.(9)]

**Purpose –Generally**

Under these rules, the purpose of pleading is to facilitate a proper decision on the merits. Conley v Gibson, U.S. Tex. 1957, 78 S. Ct. 99, 355 U.S. 41 2 L.Ed 80. See, also, Brier v Northern cal. Bowling Proprietor's ass'n, Noble C.A.Ala. 1961, 295 F.2d 495. Federal civil procedure 623

Purpose of this rule is to protect defendants from undefined charges and to keep federal courts free of frivolous suits Howard v Koch, E.D.N.Y 1982, 575 F. SUPP. 1299 Federal civil procedure 623

### III.

Plaintiff's has accuse the defendant of starting bogus corporations and has produce information in regards to a company or case that is in relevant to the case drawing the good name and good will of other defendants. The plaintiff's has done research base on a geography area to determent the defendant ability to hire proper counsel and defining defendant racial profile since the geographical area is mostly minority.

Case 3:16-cv-02132-G

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Dated, August,8 2016

Respectfully submitted,

/s/ Maria Romero

Maria Romero

5500 state hwy 121 apt# 2137

Lewisville TX 75056

Tel: 972-972-595-4990

Certification of service

I certify that on August 8, 2016, I served the foregoing motion on plaintiff's by email.

/s/ Maria Romero  
Maria Romero

# EXHIBIT A

From: nelsonc@gtlaw.com  
Subject: RE: Trademark  
Date: July 13, 2016 at 5:01 PM  
To: atrigo223@gmail.com  
Cc: galism@gtlaw.com, palnitkarb@gtlaw.com

Alfonso,

Thank you for your letter. Since you sent it to us directly, we assume that you have chosen not to retain counsel. Please let us know if this is incorrect, or if you choose to retain counsel at a later date.

We appreciate that you and your colleagues are taking this matter seriously and that you have agreed, in principle, to our requests.

We also appreciate that you have reconsidered your initial position - which was that you were free to use the COYOTE marks simply because you had created a corporation in the State of Texas with that name. Unfortunately, based on your earlier responses, we had already begun work preparing a Complaint and motion for temporary restraining order, and were in fact about to file them when we received your email on Monday. Because of that, Coyote Logistics is now requesting that you and your colleagues pay for a portion of the legal fees incurred in direct response to your position. We note that, under 15 U.S.C. 1117, an award of attorneys' fees is mandatory in a counterfeiting case. Since you changed your position in time to avoid a lawsuit, Coyote Logistics is prepared to accept less than the full amount of fees incurred in this matter. Accordingly, please find attached a draft formal settlement agreement, which includes provision for payment of \$5,000 in settlement of this matter.

Please review the draft settlement agreement and let us know if you have any questions or comments. We do recommend you have counsel look over the draft agreement. I can be reached at the phone numbers below if you, or your counsel, would like to discuss the draft settlement agreement.

Thank you,  
Cameron

Cameron M. Nelson  
Shareholder  
Greenberg Traurig, LLP | 77 West Wacker Drive  
Suite 3100 | Chicago, IL 60601  
Tel 312.456.6590 | Fax 312.899.0360 | Cell 708.227.7106  
NelsonC@gtlaw.com | www.gtlaw.com

-----Original Message-----

From: alfonso trigo [mailto:atrigo223@gmail.com]  
Sent: Monday, July 11, 2016 3:39 PM  
To: Nelson, Cameron (Shld-Chi-IP-Tech)  
Subject: Trademark

Mr. Cameron,

Here is the response to our position on Coyote Trademark dispute.

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If you are not an intended recipient of confidential and privileged information in this email, please delete it, notify us immediately at postmaster@gtlaw.com, and do not use or disseminate such information.



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July, 11 2016

Alfon Trigo  
6119 Greenville ave #546  
Dallas, Tx 75206

Maria Romero  
6119 Greenville ave  
Dallas, Tx, 75206

Maria Romero, Alfonso Trigo, owners of Coyote Logistics, Incorporation. Base out of 6119 Greenville ave #546 Dallas, Tx 75206 Is in acknowledgement of the claim of (Cayote) for Trademark No: 3,523,958 No: 4,221,250

Upon a closer examination of Trademark No: 3,523,958 No: 4,221,250 Maria Romero, Alfonso Trigo, and counsel advise agrees to the terms as such.

0.1 Immediately cease all activities in connection with the COYOTE mark.

0.2 change its name to one that does not create a likelihood of confusion with the COYOTE mark.

0.3 Immediately provide us with copies of all correspondence and transaction records regarding all business you have conducted under the COYOTE mark.

0.4 agreeing to cease and desist all use of the COYOTE mark.

President and Owners:

Alfonso Trigo

Date:

Maria Romero

Date:

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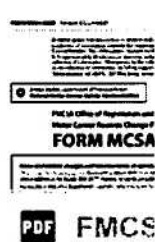
alfonso trigo &lt;atrigo223@gmail.com&gt;

Jul 26 (8 d)

to nelsonc

Here is our new articles of incorporation as well as the FMCSA filing

## 3 Attachments

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